

RULES FOR VOLUNTEERS

of the organisation

THE NETHERLANDS RED CROSS

established in The Hague

as determined

in the meeting of the Council of Members
of 11 June 2022

Article 1 Purpose and scope of the regulations

1. These Rules for Volunteers, in conjunction with the Volunteer Policy, the Code of Conduct, the Contract for Volunteers and the principles as laid down in Article 17 of the Bylaws and Article 11 of the Internal Rules, form the formal framework for everyone who is active as a Volunteer at the Netherlands Red Cross.
2. More specifically, these regulations regulate the relationship between those who have been admitted as a Volunteer by the Red Cross on the one hand, and the Red Cross itself on the other.
3. In addition to the Volunteer, the Red Cross has a circle of persons who occasionally work on demand or under the direction of the Red Cross, such as the collectors and those who have registered via the Ready2help website. These persons are not members of the Red Cross and are not Volunteers within the meaning of the Bylaws or these rules, unless they have also registered as Volunteers, but where desirable and possible they are treated in the spirit of these rules.

Article 2 Definitions

1. The terms used in these regulations are also found in the Bylaws. Some of those commonly used terms in these rules are repeated below. In addition, a few specific concepts geared to these rules are introduced. Where reference is made to:
 - a. *the Red Cross*, this refers to the organisation with full legal capacity, the Netherlands Red Cross, established in The Hague;
 - b. *the Organisational Unit*: refers to the Organisational Unit of the Red Cross for which a volunteer is working, including the Governing Board, the Chief Executive, the district, the

branch or the location (or the professional organisation on behalf of one of them) as referred to in the Contract for Volunteers.

- c. *the District Manager*: refers to the professional of the Red Cross who directs the operational performance of the activities in the district.
- d. *Rules*: refers to these Rules for Volunteers;
- e. *Bylaws*: refers to the Bylaws of the Red Cross;
- f. *Member*: refers to a natural person of 16 years or older, who has been admitted to membership of the Red Cross, as well as – unless clearly stated otherwise – an Honorary Member, as referred to in Article 11 paragraph 2 of the Bylaws;
- g. *Prospective member*: refers to a Volunteer who has not yet reached the age of 16 and who is actively committed to the Red Cross as a Volunteer, as referred to in Article 11 paragraph 3 of the Bylaws;
- h. *Volunteer*: refers to a Member or Prospective Member who has committed to and has been recruited to serve the Red Cross, not in an employment relationship, on the basis of a Contract for Volunteers, as referred to in Article 17 of the Bylaws;
- i. *Contract for Volunteers*: refers to the agreement that the Red Cross enters into with a Volunteer, including the appendices.

Article 3 General Terms and Conditions for Volunteering

1. If the person who registers as a Volunteer is not yet a member or prospective member of the Red Cross, registration as a Volunteer also counts as registration for membership or prospective membership of the Red Cross.
2. Volunteers are exempt from paying membership dues.
3. Volunteers carry out their duties on behalf of the Red Cross on a voluntary basis.
4. Volunteers are entitled to claim reimbursement of expenses they have incurred directly, in accordance with the guidelines applicable at the Red Cross for expense reimbursement for Volunteers.
5. The position and duties of each Volunteer are determined in consultation with the person concerned by the District Manager or a person designated by the District Manager for that purpose, in accordance with the job description, project description or task description used within the Red Cross and set down in a Contract for Volunteers.
6. The District Manager only assigns tasks that fall within the objectives of the Red Cross and tasks arising from the activities of the Red Cross on the basis of the applicable work plans.
7. Volunteers shall act in accordance with the directions and guidelines given by or on behalf of the Red Cross.
8.
 - a. The District Manager or a person designated by the District Manager for that purpose will ensure that sufficient resources and/or clothing items are made available to the Volunteer for the performance of the Volunteer's duties.
 - b. The resources and/or clothing items remain the property of the Red Cross and must be immediately returned to the Red Cross upon termination of the activities, the tasks and/or the Contract for Volunteers.
9. The District Manager or a person designated by the District Manager:
 - a. informs the Volunteer about the Red Cross, its founding principles and its code of conduct;
 - b. prepares the Volunteer for the duties;
 - c. guides the Volunteer in their implementation;

- d. conducts an annual progress meeting with the Volunteer;
 - e. informs the Volunteer about the reporting and complaints procedure(s) of the Red Cross.
10. The Red Cross provides the Volunteer with:
- a. periodic (written) information about the activities of the Red Cross in general and of the Organisational Unit in which the Volunteer is active in particular;
 - b. an email address to be used for the purpose of the work and for instructions on how to use the social media platforms that the Red Cross uses for and on behalf of Volunteers.

Article 4 Courses

1. Before a Volunteer can participate in a Red Cross activity, the Volunteer must meet the knowledge and skills requirements that apply to the agreed tasks.
2. A Volunteer is required to take and, where necessary, pass the training course required for the Volunteer's positions and tasks, including refresher training meetings, and to attend any exercises in consultation with the District Manager or a person designated by the District Manager.
3. The Red Cross undertakes to organise all introductions, training, courses, exercises and meetings in a timely manner, geared to the tasks to be performed by the Volunteer and as closely as possible to the Volunteer's skills and experiences.
4. The training costs are in principle borne by the Red Cross. However, circumstances may arise, as included in the study agreement agreed with the Volunteer, in which the Volunteer may have to bear part or all of the costs of the training him-/herself or to repay it to the Red Cross.

Article 5 Consultation

1. The Volunteer will participate, as much as possible, in the work consultation that relates to the activities in which the Volunteer participates on the basis of the Volunteer's duties.
2. The purpose of this consultation is also to give Volunteers the opportunity to make known their ideas about and experiences with the performance of their duties.

Article 6 Content of the Contract for Volunteers and Declarations of Volunteer

1. Concrete agreements are laid down in the Contract for Volunteers about:
 - a. the Volunteer's availability;
 - b. the content of the duties;
 - c. the clothing and resources provided for that purpose;
 - d. the training and practical requirements;
 - e. training courses;
 - f. any expense allowances; and
 - g. the guidance provided by the buddy.
2. The Contract for Volunteers can be amended by the parties in mutual consultation if the agreements about the Volunteer's activities and tasks change. These changes must be recorded, signed by both parties and attached to the agreement as a "personal agreements" appendix.
3. By signing the Contract for Volunteers:
 - a. The Volunteer indicates that the Volunteer is aware of and subscribes to the basic principles, objectives, code of conduct and regulations of the Red Cross that are relevant to the Volunteer's performance. These are all discussed and explained before entering into the agreement with the Volunteer;

- b. The Volunteer commits to perform to the best of the Volunteer's ability the duties the Volunteer has undertaken to perform;
 - c. The Volunteer declares that the number of agreed hours, including the hours necessary for the Volunteer's training, are available for the fulfilment of the Volunteer's duties;
 - d. The Volunteer accepts that in special circumstances, at the discretion of the District Manager, the Volunteer may be asked to put in extra effort, which request the Volunteer must comply with as much as possible.
4. The Contract for Volunteers does not affect the rights and obligations associated with membership of the Red Cross or the applicable legal regulations in connection with this.

Article 7 Duration of the Contract for Volunteers and Adjustment Period

1. The Contract for Volunteers is entered into for an indefinite period of time, unless it appears from the Contract for Volunteers that it concerns a task of a one-off and/or temporary nature.
2. The Contract for Volunteers has an adjustment period of two months. This period is concluded with an evaluation interview. The Volunteer may terminate the Contract for Volunteers with immediate effect within this period without giving any reason, and the District Manager may do so but shall provide the reason(s) for this.

Article 8 Termination of the Contract for Volunteers by the Volunteer after the Adjustment Period

1. At the end of the adjustment period, the Volunteer can terminate the Contract for Volunteers without giving any reason for this, as far as possible with observance of a notice period of two months.
2. The Volunteer can terminate the agreement by giving verbal and/or written notice to the Organisational Unit for which the Volunteer works. This verbal or written notice will be confirmed in writing to the Volunteer by the Organisational Unit for which the Volunteer works as soon as possible, and the Volunteer will be given the opportunity of an exit interview.
3. If the Volunteer is unable to observe the aforementioned notice period due to special circumstances, an arrangement will be made in consultation with the District Manager to complete and/or transfer the tasks as well and as carefully as possible.
4. Termination of the Contract for Volunteers by the member leads to termination of the (prospective) membership of the Red Cross, unless it concerns an extraordinary member (if the volunteer activities are terminated after an active period of ten years, the Volunteer can be requested by the Chief Executive to be appointed as an extraordinary member) whether it concerns a member who has obtained an exemption for performing voluntary activities.

Article 9 Suspension and Termination of the Contract for Volunteers by the District Manager

1. If the Volunteer is working in a District or Functional Unit, the Volunteer may be suspended by the District Manager with reasons in writing. If the Volunteer is working at the national level, the Volunteer may be suspended by the Chief Executive in writing, with reasons.
2. If suspended, the Volunteer cannot perform work. The purpose of suspension is to conduct a further investigation into the circumstances of the incident that led to the decision to suspend.
3. At the same time as notifying the Volunteer of the suspension, the District Manager (or the Chief

Executive in the case of a volunteer working at the national level) or a person designated by the District Manager or the Chief Executive will invite the Volunteer to express an opinion on the situation and the suspension. This can be done verbally or, if it is not possible to find a suitable date for this, in writing. When setting a date, the District Manager or the Chief Executive or the person designated for that purpose will take into account the Volunteer's regular availability as specified by the Volunteer for the performance of his/her Volunteer Duties.

4. If the Volunteer is suspended, the District Manager or the Chief Executive must decide as soon as possible, but no later than three months after the suspension takes effect, stating reasons in writing:
 - a. either to terminate the Contract for Volunteers, i.e. that the Volunteer is dismissed;
 - b. or to lift the suspension, i.e. the Volunteer becomes active again;
 - c. or to extend the Volunteer's suspension, i.e. that the Volunteer remains inactive.
5. If this decision is not taken in a timely manner, the suspension will lapse, so that the Volunteer can participate in the activities again.
6. A decision to extend the suspension can be taken once. The suspension may be extended for a maximum of three months, commencing on the day on which the decision to extend the suspension was taken. If a decision has not been made to terminate the Contract for Volunteers or to lift the suspension within the term of the extension, the suspension will lapse.
7. The District Manager or the Chief Executive may terminate the Contract for Volunteers in writing in the event of such circumstances, of whatever nature, that the Red Cross cannot reasonably be expected to continue the Contract for Volunteers.
8. The District Manager may only terminate with the prior consent of the District Board. The Chief Executive may only terminate with the prior consent of the Chairman of the Governing Board.
9. The Red Cross will give notice of termination, clearly stating the circumstances that led to the termination and stating the option for the Volunteer to appeal to the Disputes Committee of the Red Cross within four weeks at the latest.
10. Termination of the Contract for Volunteers by the Red Cross leads to termination of the membership / prospective membership of the Red Cross, unless it concerns an extraordinary member or a member who has obtained an exemption for performing voluntary activities.

Article 10 Complaints and reports

1. In the event of a difference of opinion, complaint or deadlock, Volunteers can contact a confidential advisor of the Red Cross. Important elements in this are keeping the dialogue open or reopening it, mediation by one or more persons not directly involved in the circumstance and the application of both sides being heard.
2. In the event of a report in the area of integrity, undesirable behaviour, suspicions of wrongdoing, working conditions and reporting safe incidents (VIM), the Red Cross encourages Volunteers to submit a report in accordance with the applicable procedures (insert link). The main purpose of this is a safe working environment for the professionals and volunteers of the Red Cross and for those with whom they work.

Article 11 Insurance

1. The Red Cross has taken out the following insurance policies for Volunteers:
 - a. combined accident/nonlife insurance;
 - b. liability insurance;

- c. nonlife insurance for damage resulting from the use of a volunteer's own vehicle, if and to the extent that the Volunteer uses this vehicle based on a request received from or on behalf of the Red Cross.
2. In addition to these policies, the Legal Position Facilities Act for Disaster Relief also applies to Emergency Aid Volunteers. This law provides for a benefit in the event of death, illness and permanent disability as a result of an accident that occurred during disaster relief service.

Article 12 Red Cross card

1. The Red Cross has an identity card, the Red Cross card, which can be made available. This card is mandatory for a number of volunteer positions.
2. The Red Cross card is strictly personal and non-transferable.
3. The Red Cross card remains the property of the Red Cross and must be returned immediately to the Organisational Unit where the Volunteer works upon termination of the activities, the tasks and/or the Contract for Volunteers.

Article 13 Volunteer records

The data and position of the Volunteer, to the extent that these are relevant to the Volunteer's performance as a volunteer, are included in the Red Cross's volunteer records. The data security policy of the Red Cross applies to the management of and processing in the Volunteer Administration, and the provisions in Article 15 are also applicable.

Article 14 Confidentiality

1. The Volunteer is obliged to third parties to maintain confidentiality with regard to everything that the Volunteer can reasonably understand has been communicated in confidence to the Volunteer in that capacity.
2. Violation of the duty of confidentiality, including the duty of confidentiality with regard to personal data as referred to in Article 15, may lead to the termination of the Contract for Volunteers by the Red Cross.
3. This duty of confidentiality does not expire upon termination of the Volunteering.

Article 15 Personal data

1. The Red Cross processes personal data of the Volunteer to implement the Contract for Volunteers, the legal obligations of the Red Cross and for the legitimate interest of the Red Cross.
2. The Red Cross will request written permission from the Volunteer if it wishes to process the Volunteer's personal data and one of the principles referred to in paragraph 1 does not apply.
3. The Red Cross informs the Volunteer about the way in which the Red Cross handles the personal data of the Volunteer in accordance with the privacy statement as published on the intranet, the website and/or appended to these rules.
4. With regard to the processing of personal data, including the transfer of personal data to a third party and the instructions regarding the security of the personal data, the Volunteer will act solely on the basis of the instructions of the Red Cross.
5. All personal data processed by the Volunteer in the context of the position is subject to a duty of confidentiality towards third parties. The Volunteer will not use this information for any purpose other than that for which the Volunteer obtained it, even if it has been formatted in such a way that it cannot be traced back to data subjects.

6. In the event of a security breach and/or a data breach, the Volunteer will inform the Red Cross immediately, or within 24 hours after the breach occurred, via the email address: privacy@redcross.nl.
7. The time limits for the retention and erasure of the Volunteer's data are set out in the appendix to this Rules for Volunteers.

Article 16 Final provision

In all cases not covered by these rules, the Chief Executive will decide.

ANNEX

Retention periods for personal data of Volunteers

To ensure that personal data is not kept for longer than is necessary, the Red Cross has set time limits for the retention and erasure of data of Volunteers. These retention periods are shown in this appendix. In addition, the following principles apply to the processing of personal data:

- a. If the data is no longer necessary for the purpose for which it is processed, it will be deleted, unless there is a (legal) obligation to keep it. A statutory retention period of seven years applies to financial data;
- b. If the Volunteer has given permission to keep his/her data for a certain purpose for a longer period of time, the Red Cross may keep that data for that purpose, but again only as long as the Red Cross really needs it;
- c. Data of historical, scientific or public interest may be kept indefinitely in a special archive, provided that it is properly secured against unauthorised access.

Subject	Minimum term (statutory)	Maximum term	Commencement date term	Term applied
Application	-	4 weeks	After rejection or admission	4 weeks in the event of rejection, 2 years after the end of the Certificate of Conduct in the event of admission
contact details	-	2 years	After end of Contract for Volunteers	2 years
Photos, film	-	unlimited	After end of Contract for Volunteers	Only with permission
Contract for Volunteers	-	2 years	After end of Contract for Volunteers	2 years
Copy of ID	-	-	-	-
Copy of Certificate of Conduct	-	2 years	After end of Contract for Volunteers	2 years
Personal arrangements	-	2 years	After end of Contract for Volunteers	2 years
Correspondence	-	2 years	After end of Contract for Volunteers	1 year, unless longer is necessary
Interview reports	-	2 years	After end of Contract for Volunteers	2 years
Claim forms, financial data	7 years		Date of document/transaction	7 years
Incidents		5 years	After end of Contract for Volunteers	5 years
Disputes		5 years	After end of Contract for Volunteers	5 years